Burrell Behavioral Health Memorandum of Understanding (CORE)

This memorandum of understanding outlines the responsibilities of Columbia Public Schools and Burrell Behavioral Health staff and describes the sharing of information between the two agencies in work for students and families who receive special education services at the Center Of Responsive Learning (CORE).

Memorandum of Understanding (MOU)

Burrell Behavioral Health (BBH) and Columbia Public Schools (CPS) have come together as partners to collaborate for the purpose of providing CPS behavioral health consultation and to increase access to mental health supports for families in CPS whose students receive education at CPS's Center of Responsive Education (CORE). This relationship has been productive and long-standing and has increased supports for families, school attendance and student success.

BBH and CPS desire to reflect in a Memorandum of Understanding the services to be provided through the collaboration and the roles/responsibilities of each organization. The agencies desire to expand the historical informal collaboration so that all students served at CORE have an opportunity to receive support for mental and behavioral concerns and want this MOU to reflect a more formal relationship to describe the sharing of information and roles/activities of both agencies when addressing mental health and behavioral needs of students in CPS who receive education at CORE.

Description of Partner Agencies

Columbia Public Schools (CPS)

CPS is a public school district serving the students residing within the Columbia, MO public school district boundaries. Students receive referral and intervention services to address behavioral and learning needs, as appropriate. Assistance to access services in the community is provided by school district staff through collaboration with community agencies.

Burrell Behavioral Health (BBH)

Burrell is a private, not-for-profit organization that provides a wide range of mental health services for individuals and families. Services are designed to be responsive to the specific needs of the individuals and families served. Services include mental health screenings, assessments, treatment planning, outpatient individual or family therapy, psychiatric consult, medication management, case management and crisis services. BBH has all appropriate professional licenses and certifications which are required to perform all job duties and responsibilities described in this agreement.

History of Relationship

BBH and CPS have historically informally collaborated to provide students and their families access to a continuum of services designed to address social, emotional and behavioral needs of students.

Roles and Responsibilities

It is agreed by and between the partners as follows:

CPS will provide a BBH CSS (Community Support Specialist) an office space at CORE. If shared office space, privacy and confidentiality shall be maintained by the individuals in this office space.

The CSS shall adhere to CPS policies while on school district premises, as well as adhere to BBH policies for delivery of direct client care. The CSS staff will be supervised by the BBH Director of Community Psychiatric Rehabilitation (CPR) and is an employee of BBH.

Compliance with HIPAA – To the extent that it is required by law, BBH shall ensure that the services it provides in this partnership with CPS complies with all applicable rules, regulations and accreditation standards or requirements, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Insofar as BBH has access to or has been provided with individually identifiable health information ("IIHI"), as defined in HIPAA, of CPS students or employees, BBH agrees it shall: (A) Only use or disclose IIHI as permitted: (1) under this Agreement; or, (2) by CPS under the HIPAA rules; (B) Use appropriate safeguards to prevent misuse of IIHI; (C) Make IIHI available to CPS if it is necessary to comply with its access and amendment requirements as set forth under the HIPAA rules; (D) Return or destroy all IIHI upon termination of this Agreement; (E) Report any improper disclosure of IIHI immediately to CPS. Compliance with FERPA – CPS shall maintain confidentiality of personally identifiable information about CPS's students as required by the Family Educational Rights and Privacy Act regulations.

With respect to CPS's students, BBH shall also comply in all respects with the requirements of FERPA and cooperate with CPS to ensure that the FERPA rights of each student, parent or eligible student are observed.

CPS shall share, personally identifiable information about a student with BBH (and/or CSS) when CPS determines that BBH has a legitimate educational interest (e.g. a need to know) in order to provide services to that student and family as CPS's behavioral health consultant; however, personally identifiable information about a student will only be shared with BBH with parent consent if for purposes other than a legitimate educational interest.

The CSS shall participate as an active member of the school's Problem Solving Team, as requested by CPS staff/team.

The CSS shall support students in CORE's setting by assisting with de-escalation and communicating with parents regarding critical situations, and model use of specific problem-solving and coping skills in non-academic settings.

Both parties will share necessary information as requested by the other party for the purpose of monitoring progress of the collaboration; sharing of information is subject to confidentiality requirements of FERPA.

When a student is referred to CORE services, the CSS will further assess student and family to clearly identify goals and eligibility for mental health services through BBH.

This relationship has no cost to the school district.

Regular scheduled meetings between partners will be held to monitor the progress of the students and the success of the collaboration as a whole.

Timeline
The roles and responsibilities described above will be reviewed and evaluated yearly.

Commitment to Partnership
We, the undersigned have read, understand, agree, and approve of this MOU:

By _____
Columbia Public Schools,
Partner 1
Date _____

By _____
Director, Burrell Behavioral Health
Partner 2
Date 8/20/13